

Form 210A (10/06)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al., Debtors,

Case No. 08-13555 (JMP)

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence, attached hereto, and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Pictet & Cie

Name of Transferee

Name and Address where notices  
to transferee should be sent:

Pictet & Cie  
Att.: Legal Department  
Route des Acacias 60  
1211 Geneva 73

Phone: +41583231326

Last Four Digits of Acct #: EOC 93010

Name and Address where transferee  
payments should be sent (if different  
from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

SG Private Banking Suisse SA

Name of Transferor

Court Claim # (if known): 36532

Date Claim Filed: 10/06/2009

Amount of Claim: 6,912,391.00

Portion of Claim Transferred (see  
Schedule I): USD 200'000

Phone: +41213431278

Last Four Digits of Acct. #: EOC 90375

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee's Agent  
Antoine SALAMOLARD

Date: 17 October 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN BROTHERS PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **SG PRIVATE BANKING SUISSA SA (the "Transferor")** hereby unconditionally and irrevocably transfers and assigns to **PICTET & CIE (the "Transferee")** and Transferee hereby agrees to receive, as of the 1 September 2011 (the "Effective Date"), (a) an undivided interest, to the extent of the Claim Amount specified in Schedule 1 attached hereto (the "Transferred Claim"), in Transferor's right, title and interest in and to Proof of Claim Number 36532 filed by Transferor (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor (the "Debtor") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP), (b) all rights and benefits of Transferor relating to the Transferred Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Transferred Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Transferred Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other part, arising out of or in connection with the Transferred Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Transferred Claim, and (iv) any and all of Transferor's right, title and interest in, to and under the transfer agreements, if any, under which Transferor or any prior Transferor acquired the rights and obligations underlying or constituting a part of the Transferred Claim, but only to the extent related to the Transferred Claim, and any and all of Transferor's right, title and interest in, to and under any right or remedy of Transferor or any prior Transferor against any prior Transferor in respect of the Transferred Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Transferred Security") relating to the Transferred Claim and specified in Schedule 1 attached hereto.

2. Transferor hereby represents and warrants to Transferee that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Transferor owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Transferor or against Transferor; (d) Transferor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Transferred Claim specified in Schedule 1 attached hereto; and (f) Transferor has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any set off, defence or counterclaim or will result in Transferee receiving in respect of the Transferred Claims proportionately less payments or distributions or less favourable treatment than other allowed unsecured claims that are not entitled to priority under section 507 of the Bankruptcy Code and that are not subordinated.

3. Transferor hereby waives any objection to the transfer of the Transferred Claims to Transferee on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Transferee agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Transferee.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Transferee shall be entitled to transfer its rights hereunder without any notice to or the consent of Transferor. Transferor hereby agrees to indemnify, defend and hold Transferee, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Transferor's breach of its representations and warranties made herein.

5. Transferor shall promptly (but in any event on no later than the second (2nd) business day (following receipt) remit any payments, distributions or proceeds received by Transferor in respect of the Transferred Claims to Transferee. Transferor shall transfer on the Effective Date to Transferee each Transferred Security to such account, via Euroclear or Clearstream (or similar transfer method), as Transferee may designate in writing to Transferor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Transferred Security.

6. Each of Transferor and Transferee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Transferor's and Transferee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Transferor and Transferee each submit to the jurisdiction of the courts located in the County of New York in the State of New York.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 5 day of October 2011

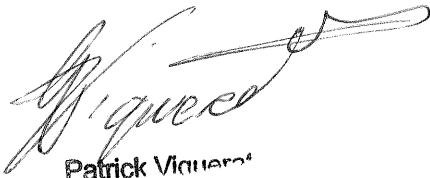
SG PRIVATE BANKING SUISSE SA  
(Transferor)

Lausanne, le 7 octobre 2011

By:

Name:

Title:

  
**Patrick Vinuero**

*Assistant Vice President*

By:

Name:

Title:

  
**Thierry Mory**

*First Vice President*

Address:

SG Private Banking  
(Suisse) S.A.  
Avenue de Rumine 20  
Case postale 220  
1001 Lausanne

PICTET & CIE  
(Transferee)

By:

Name: Antoine SALAMOLARD

Title: *AVP*

  
**Nadia GILLIARD**

*AVP*

*AVP*

*17 / 10 / 2011*

By:

Name:

Title:


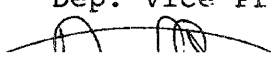
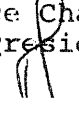
Address:

Route des Acacias 60  
1211 Geneva 73  
Switzerland

SCHEDULE 1

Lehman Programs Securities Related to Transferred Portions of Claim :

ISIN	Court Claim #	Date Claim Filed	Issuer	Currency and nominal amount
XS00337685670	36532	October 6, 2009	Lehman Brothers Securities Co. NV.	USD 200,000.00
XS0301813522	36532	October 6, 2009	Lehman Brothers UK Capital Funding V LP	USD 64,000.00

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000036532 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different) Creditor) <b>SG PRIVATE BANKING SUISSE SA</b> <b>Av. Rumine 20</b> <b>1001 Lausanne</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
0041 21 343 12 78 <b>thierry.mory(at)socgen.com</b> Telephone number:      Email Address:			
Name and address where payment should be sent (if different from above) <b>SG PRIVATE BANKING SUISSE SA</b> <b>Av. Rumine 20</b> <b>1001 Lausanne</b> Telephone number: <b>IDEMN</b> Email Address: <b>IDEMN</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <b>6'988'162</b> (Required)</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <b>list attached</b> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>(Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>(Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;"><b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b>  <b>OCT 06 2009</b>  <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b></div>	
Date: <b>5.10.09</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <b>SG PRIVATE BANKING SUISSE SA</b>		
<p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p> <p><b>Stéphanie Realland</b>      <b>Maurice Charbonneau</b> Dep. Vice President      Vice President</p> <p>      </p>			

ISIN	Nom court	no compte	Dépositaire	ISO Monnaie Cotation	Quantité	Blocking number	nominal en USD
ANN5214A6406	VIETNAM RE FDI/LEHMAN 260312 CERT	90375	BRUXELLES EUROCLEAR	# USD	100	6025393	1000000
CH0027120770	DJ EUROPESTOXX TELECOM/LB 07/10 DEF	20118515	ZURICH SIX SIS FOREIGN CU	EUR	200	156492	75771
XS0183944643	LEHMAN BROS 4,75% 04/14 -CHAPTER 11	90375	BRUXELLES EUROCLEAR	# EUR	1'066'000	6025357	1427457
XS0211093041	LEHMAN BROS 2% 05/15 VAR -CHPT 11-	90375	BRUXELLES EUROCLEAR	# EUR	155'000	6025359	219936
XS0229269856	LEHMAN UK FDG II 5,125% PERP IN DEF	90375	BRUXELLES EUROCLEAR	# EUR	410'000	6025362	581767
XS0234123650	LEHMAN 0,25%10 BAKT 20SH VAR-IN DEF	20118515	ZURICH SIX SIS AG #	CHF	120'000	155865	107052
XS0256934000	SX5E/LEH 160609 100% CAP PROT DEF	90375	BRUXELLES EUROCLEAR	# EUR	60'000	6025391	85136
XS0301473327	S&P BRIC 40/LEHMAN 240510 CERT	90375	BRUXELLES EUROCLEAR	# SEK	225'000	6025394	33389
XS0301665401	BKT 10 STOCKS/LB 250512 - IN DEF	90375	BRUXELLES EUROCLEAR	# USD	2'000'000	6025321	2000000
XS0301813522	LEHMAN UK FDG V 6,9% 07/PERP-IN DEF	90375	BRUXELLES EUROCLEAR	# USD	271'000	6025361	271000
XS0307355445	LEHMAN 9,5% 07/09CEZ/EBS/IEA-IN DEF	90375	BRUXELLES EUROCLEAR	# CZK	550'000	6025396	32313
XS0316372522	AIRBAG 50% SX5E 180% 210813 IN DEF	90375	BRUXELLES EUROCLEAR	# EUR	100'000	6025392	141894
XS0323978089	BKT 3 WORLD IDX/LB 101116 IN DEF	90375	BRUXELLES EUROCLEAR	# USD	250'000	6025358	250000
XS0329635790	LEHMAN 20% 201108OERL/ABB/CS IN DEF	90375	BRUXELLES EUROCLEAR	# CHF	70'000	6025390	62447
XS0337685670	EQ YIELD 17% 300109 AAPL/MSFT/YHOO	90375	BRUXELLES EUROCLEAR	# USD	300'000	6025395	300000
XS0366383387	LEHMAN BROTHERS 08/23 FRN -CHPT 11-	90375	BRUXELLES EUROCLEAR	# USD	400'000	6025553	400000

6988162

Pictet & Cie  
Route des Acacias 60  
1211 Genève 73  
Suisse  
tél. +41 (0)58 323 2323  
fax +41 (0)58 323 2324  
www.pictet.com

Pictet & Cie Banquiers



By registered mail

Lehman Brothers Holdings Claims  
Processing Center  
c/o EPIQ BANKRUPTCY SOLUTIONS, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076  
USA

Geneva, 17 October 2011  
Our ref: 1326/AS

**Re : Lehman Brothers Holding Inc., et al., Debtors**  
**Chapter 11, Case No. 08.13555 (JMP) (Jointly Administered)**  
**TRANSFER OF CLAIM**

Dear Sirs,

Acting as authorised representatives of Pictet & Cie, we are pleased to request the transfer of a portion of the claim number **36532** filled in the name of SG Private Banking Suisse SA (Transferor) to Pictet & Cie (Transferee).

In order to support our transfer request, please find enclosed herewith the following documents duly completed and signed by the Transferor and/or the Transferee :

- Form 210A duly signed by the Transferee;
- Evidence of Transfer of Claim duly signed by the Transferor;
- Schedule 1 to the Evidence of Transfer of Claim

We would be much appreciative if you could acknowledge receipt of the present request and confirm the transfer, either by email (asalamolard@pictet.com), fax (+41583232950), telephone (+41583231326) or post mail to the attention of Mr. Antoine Salamolard, Legal Department.

Should you need any further information, please do not hesitate to contact the above-named.

Yours sincerely,

PICTET & C<sup>IE</sup>

Antoine Salamolard

Nadia Gilliard




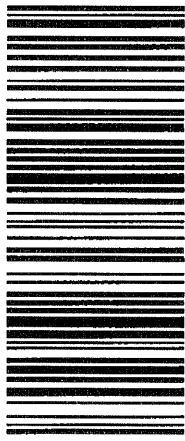

UPS Internet Shipping: Etiquette d'envoi

Page 1 of 1

**Le Service d'expédition par Internet: Visualiser/Imprimer l'étiquette**

1. **Impression des étiquettes :** Sélectionnez le bouton Imprimer dans la boîte de dialogue qui s'affiche.  
Remarque : si votre navigateur ne prend pas en charge cette fonction, sélectionnez Imprimer dans le menu Fichier pour imprimer l'étiquette.
2. **Plier l'étiquette imprimée en suivant le trait ci-dessous.** Placez l'étiquette dans une enveloppe d'expédition transparente UPS. Si vous ne disposez pas de ce type d'enveloppe, collez l'étiquette ci-dessous à l'aide d'un ruban adhésif transparent apposé sur la totalité de l'étiquette.
3. **Enlèvement et dépôt:**
  - Pour planifier un enlèvement ou trouver l'adresse d'un centre UPS, sélectionnez l'icône « planifier un enlèvement » ou « rechercher un point de dépôt » dans la barre d'outils.
  - Enlèvements journaliers: Tenez vos envois prêts pour le conducteur comme d'habitude.

PLIER ICI

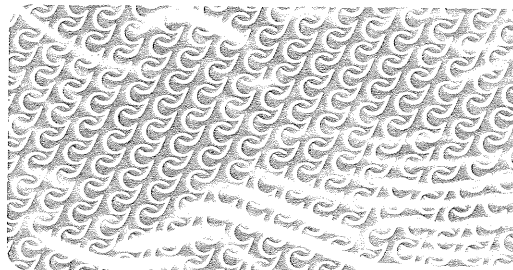
<b>RECEIVED</b> SHIP TO: IKRAM-KASCHANI +41213431212 SG PRIVATE BANKING (SU) 20, AV RUMINE 1005 LAUSANNE SWITZERLAND SHIP TO: LEHMAN BROTHERS HOLDINGS CLAIMS PRO +1-866-8790688 LEHMAN BROTHERS HOLDINGS CLAIMS PRO C/O EPIQ BANKRUPTCY SOLUTIONS LLC 757 THIRD AVENUE 3RD FLOOR NEW YORK NY 10017 UNITED STATES		<b>NY 100 7-02</b> 		<b>1P</b> <b>UPS SAVER</b> TRACKING #: 1Z 306 641 04 9030 5437 		<b>EDI-DOC</b> BILLING: P/P DESC: DOCUMENTS Référence n°1: CLC Référence n°2: filk US 11.6.10. WXP1E70 93.0A 07/2009 	
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